

Agenda Item Form

Agenda Date: 03/23/04

Districts Affected: 3

Dept. Head/Contact Information: Patrick T. Abeln, Director of Aviation-780-4724

Type of Agenda Item:

- | | | |
|---|--|--|
| <input checked="" type="checkbox"/> Resolution | <input type="checkbox"/> Staffing Table Changes | <input type="checkbox"/> Board Appointments |
| <input type="checkbox"/> Tax Installment Agreements | <input type="checkbox"/> Tax Refunds | <input type="checkbox"/> Donations |
| <input type="checkbox"/> RFP/ BID/ Best Value Procurement | <input type="checkbox"/> Budget Transfer | <input type="checkbox"/> Item Placed by Citizen |
| <input type="checkbox"/> Application for Facility Use | <input type="checkbox"/> Bldg. Permits/Inspection | <input type="checkbox"/> Introduction of Ordinance |
| <input type="checkbox"/> Interlocal Agreements | <input checked="" type="checkbox"/> Contract/Lease Agreement | <input type="checkbox"/> Grant Application |
| <input type="checkbox"/> Other _____ | | |

Funding Source:

- ☐ General Fund
- ☐ Grant (duration of funds: _____ Months)
- ☒ Other Source: Airport 626200-01-502204

Legal:

- ☒ Legal Review Required Attorney Assigned (please scroll down): Sylvia Firth ☒ Approved ☐ Denied

Timeline Priority: ☐ High ☒ Medium ☐ Low # of days: _____

Why is this item necessary:

Continuation of grounds maintenance services for the El Paso International Airport.

Explain Costs, including ongoing maintenance and operating expenditures, or Cost Savings:

Costs within the current Fiscal Year budget for these services at the EPIA and the surrounding industrial area. See memo from Director of Aviation. (No cost to the General Fund).

Statutory or Citizen Concerns:

NONE

Departmental Concerns:

NONE

ITEM:

That the Mayor be authorized to execute a State Use Contract between the CITY OF EL PASO, TEXAS INDUSTRIES FOR THE BLIND AND HANDICAPPED (TIBH), and BORDER TM INDUSTRIES, INC. to provide specified grounds maintenance services for the El Paso International Airport in the amount of \$6,372.33 monthly for the period from April 1, 2004 through March 31, 2005 and that it is in the best interest of the City for this grounds maintenance service function to be performed through contract. This Contract is subject to the approval of the City's Civil Service Commission.

MEMORANDUM

TO: Mayor Joe Wardy
Jim Martinez, CAO
City Council Representatives

FROM: Patrick Abeln, A.A.E.,
Director of Aviation

DATE: March 19, 2004

SUBJECT: Contract with Texas Industries for the Blind and
Handicapped for Airport Ground Maintenance Services

Background

El Paso International Airport consists of multiple roadways and associated landscaping. These roadways include well over ten miles of roadway when we include the terminal entrance, our Air Cargo Center roadways and roadways associated with our industrial parks.

This type of agreement with the Texas Industries for the Blind and Handicapped has been in place for over four years and provides needed labor and clean up skills on a seasonal and variable basis. This has been a successful program that has allowed us to make rapid staff adjustments and to maintain the appearance of the public areas of the Airport.

Recommendation

That the City enter into a new contract with the (T.I.B.H.) for Airport ground maintenance services from April 1, 2004 through March 31, 2005, which has already been approved by the Civil Service Commission. The cost of these services are approximately \$76,500 per year. This contract has been reviewed by the City Attorney's office and Airport staff and we recommend its adoption. Please call me at 780-4724 should you have any questions.

RESOLUTION

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EL PASO:

That the Mayor be authorized to execute a State Use Contract between the CITY OF EL PASO, TEXAS INDUSTRIES FOR THE BLIND AND HANDICAPPED (TIBH), and BORDER TM INDUSTRIES, INC. to provide specified grounds maintenance services for the El Paso International Airport in the amount of \$6,372.33 monthly for the period from April 1, 2004 through March 31, 2005 and that it is in the best interest of the City for this grounds maintenance service function to be performed through contract. This Contract is subject to the approval of the City's Civil Service Commission.

ADOPTED this 30th day of March 2004.

CITY OF EL PASO

Joe Wardy
Mayor

ATTEST:

Richarda Duffy Momsen
City Clerk

APPROVED AS TO FORM:


Sylvia Borunda Firth
Assistant City Attorney

APPROVED AS TO CONTENT:


Patrick T. Abeln, A. A. E.
Director of Aviation

THE STATE OF TEXAS)
) **STATE USE CONTRACT -**
) **CONTRACT FOR GROUNDS MAINTENANCE**
COUNTY OF EL PASO) **SERVICES**

THIS CONTRACT, made this 23rd day of March 2004 the CITY OF EL PASO, a Texas home rule municipal corporation (hereinafter called "City"), by and through its EL PASO INTERNATIONAL AIRPORT, (hereinafter sometimes called "EPIA"), and TEXAS INDUSTRIES FOR THE BLIND AND HANDICAPPED. (hereinafter sometimes called "TIBH"), a private non-profit corporation and the certifying party, and BORDER TM INDUSTRIES, INC., the performing party, hereinafter jointly referred to as "Contractor";

WHEREAS, the EPIA is in need of grounds maintenance services; and

WHEREAS, the Contractor is qualified to provide such services; and

WHEREAS, BORDER TM INDUSTRIES, INC. is certified by the Texas Industries for the Blind and Handicapped as providing employment for the blind and/or severely disabled; and

WHEREAS, the City has determined that it is in the best interest of the citizens of El Paso to employ severely disabled citizens to perform the services herein; and

WHEREAS, the competitive bidding requirements of Local Government Code Section 252.021 do not apply to this contract which is in compliance with Chapter 122 of the Human Resources Code;

NOW, THEREFORE, the parties do hereby mutually agree as follows:

1. **EMPLOYMENT OF CONTRACTOR.** City agrees to engage Contractor and Contractor hereby agrees to perform the grounds maintenance services set forth herein.
2. **TERM.** This Contract shall become effective on April 1, 2004 and shall terminate on March 31, 2005.
3. **SCOPE OF SERVICES.** Contractor shall provide the grounds maintenance services under the terms and conditions stated herein and in "Attachment A" and performed to the satisfaction of the Director of Aviation or El Paso International Airport.
4. **PAYMENT.** In consideration for the services provided by BORDER TM INDUSTRIES, INC. as stated herein, City agrees to pay TIBH the sum of \$6,372.33 per month for the period from April 1, 2004 through March 31, 2005. BORDER TM INDUSTRIES, INC. shall bill EPIA on the 25th day of each month for services furnished. Upon verification and approval of such billing, EPIA shall proceed to process and send payment to TIBH. TIBH shall send the appropriate amount, within a reasonable time, to BORDER TM INDUSTRIES,

INC. as may be determined by TIBH and BORDER TM INDUSTRIES, INC.. Receipt of payment by TIBH shall constitute payment in full to both TIBH and BORDER TM INDUSTRIES, INC. and discharge fully the obligation of City and EPIA hereunder.

Contractor shall submit monthly invoices. The invoices shall reflect the purchase order number. Invoices shall be submitted to El Paso International Airport, Attn: Accounting, 6701 Convair, El Paso, Texas 79925-1091.

Payment of invoices will be made in accordance with the City's standard payment procedure.

5. INDEPENDENT CONTRACTOR. Neither the City nor EPIA shall be subject to any obligations or liabilities of the Contractor or its employees, incurred in the performance of the Contract unless otherwise authorized herein. TIBH and BORDER TM INDUSTRIES, INC. shall be deemed at all times to be an independent contractor and nothing contained herein shall constitute or designate them or any of their employees as employees of the City or EPIA. In carrying out the terms of this Contract, TIBH and BORDER TM INDUSTRIES, INC. shall select their own employees and such employees shall be and act under the exclusive and complete supervision and control of Contractor. Neither Contractor nor its employees shall be entitled to any of the benefits established for City or EPIA employees, nor shall they be covered by the City's Workers' Compensation Program.

City shall notify TIBH and BORDER TM INDUSTRIES, INC. if any of BORDER TM INDUSTRIES, INC.'s employees do not perform their duties as necessary to carry out Contractor's duties under this Contract.

6. INDEMNIFICATION. Contractor shall indemnify, defend and hold the City and EPIA and their officers, agents, volunteers and employees completely harmless from and against any and all liabilities, losses, suits, claims, judgments, fines or demands arising by reason of injury or death of any person or damage to any property, including all reasonable costs for investigation and defense thereof (including, but not limited to attorney fees, court costs and expert fees), of any nature whatsoever arising out of or incident to this Contract, including negligence by the City, its employee or agents, and by whomsoever suffered or asserted. Contractor shall use legal counsel reasonably acceptable to the City and EPIA in carrying out its obligations hereunder. The provisions of this section shall survive the expiration or early termination of this Contract.

7. INSURANCE. Contractor agrees that, at its own cost and expense, it shall procure and continue in force throughout the term of this Contract, for the benefit of the City of El Paso, EPIA and Contractor, their officers, employees, agents, invitees, contractors and subcontractors, comprehensive general public liability and property damage insurance against any and all claims for injuries to persons or damage to property occurring as a result of services provided for this Contract.

The minimum amount of coverage for the general liability insurance policy shall be FIVE HUNDRED THOUSAND DOLLARS (\$500,000.00) per person, ONE MILLION

DOLLARS (\$1,000,000.00) per occurrence, for bodily injury or wrongful death and ONE MILLION DOLLARS (\$1,000,000.00) for property damage.

Contractor shall furnish City with a copy of policies or a certificate from the insurance carrier showing such insurance to be in full force and effect during the term of this Contract prior to the commencement of this Contract, and thereafter with certificates evidencing renewals or replacement of said policies. Copies of the policies or certificates shall be provided to the Director of Aviation of EPIA and to the City of El Paso, Purchasing Department, Attention: Monica Vera.

All such policies of insurance shall be written by insurance underwriters authorized to do business in the State of Texas. All policies shall name City and EPIA and all their officers, servants, agents and employees as additional insureds.

The policies or certificates shall contain a provision that written notice of cancellation or of any material change in said policy by the insurer shall be delivered to City thirty (30) days in advance of the effective day thereof.

Failure to submit copies of the policies or certificates within the time specified above may result in Contract cancellation.

8. TERMINATION

A. Termination by EPIA for convenience: EPIA may terminate this Contract at any time if in EPIA's sole discretion it is convenient to do so. Upon receipt of such notice, Contractor shall discontinue all services under this Contract and cancel all existing orders and agreements chargeable to this Contract. Contractor shall submit a statement to the Director of Aviation ("Director") showing in detail the services performed to the date of termination. EPIA shall pay only for services performed under this Contract and not previously paid.

B. Termination by EPIA for Cause: EPIA may terminate this Contract in the event of default by Contractor and a failure by Contractor to cure such default after receiving notice thereof. Should such a default occur, EPIA may deliver a written notice to Contractor describing the default and the proposed date of termination. Such date may not be sooner than the tenth (10th) day following receipt of the notice. If Contractor fails to cure such default prior to the proposed date of termination, then EPIA may terminate Contractor's performance under this Contract as of such date.

The following shall be events of default:

- (1) Failure of Contractor to perform or observe any of the obligations, covenants, agreements, and conditions required to be performed or observed under this Contract; or
- (2) The dissolution or liquidation of Contractor; the filing of a voluntary petition in bankruptcy by Contractor; the adjudication of Contractor as a

Bankrupt; an assignment for the benefit of creditors by Contractor; the entry into an agreement of composition with its creditors by Contractor; the approval by a court of competent jurisdiction of any petition or other pleading in any action seeking reorganization, arrangement, adjustment, or composition of or in respect of Contractor under the Federal Bankruptcy Act or any similar State or Federal law; or the appointment of a receiver, trustee or other similar official for Contractor or its property.

Upon termination, Contractor shall discontinue all service under this Contract and cancel all orders and subcontracts chargeable to this Contract. Contractor shall submit an invoice showing in detail the services performed under this Contract to the date of termination. EPIA shall pay Contractor only for services which were actually performed under this Contract and not previously paid.

C. Additional Remedies: If the Director determines that any condition or action or inaction of Contractor poses an immediate threat to the health or safety of any person or to any property interest, he may give written notice to Contractor of such determination giving a reasonable opportunity to cure the action, inaction or condition which shall be at least 24 hours. If Contractor has not cured such default within the time stated in the notice, EPIA shall have the right to terminate the Contract immediately and obtain like services as necessary to preserve or protect the health, safety or interest from another vendor in substitution for those due from Contractor at a cost determined by reasonable informal procurement procedures. EPIA may recover the difference between the cost of substitute services and the Contract price as damages. EPIA may deduct any such damages from any sums otherwise due and owing to Contractor. Failure of EPIA to obtain substitute services and charge Contractor under this clause shall not be a bar to any other remedy.

D. Termination by Contractor for EPIA Default: If EPIA fails to perform any of its duties under this Contract, Contractor may deliver a written notice to the Director describing such default, specifying the provisions of the Contract under which Contractor considers EPIA to be in default and setting forth a date of termination not sooner than sixty (60) days following receipt of the notice. If prior to the date of termination EPIA cures such default, the termination shall be ineffective. If EPIA fails to cure such default prior to the date of termination, Contractor may terminate its performance under this Contract as of such date.

This Contract may be terminated at any time by mutual written agreement of the parties. In addition, this Contract shall automatically terminate if the City Council of the City of El Paso fails to appropriate or budget money for the payment of the services under this Contract. Upon expiration, termination, or cancellation of this Contract, Contractor shall be permitted ten (10) days within which to remove Contractor-owned equipment and materials from City's premises and Contractor shall account for and return all equipment and materials provided by City in good usable order, allowing for ordinary wear and tear.

9. MODIFICATIONS. This Contract may be modified only by written agreement of all parties.

10. ASSIGNMENT-DELEGATION. No right or interest in this Contract shall be assigned or delegation of any obligation made by Contractor without the express prior written consent of City. Any attempted assignment or delegation, subletting or subcontracting by Contractor shall be wholly void and totally ineffective for all purposes unless made in conformity with this paragraph.

11. WAIVER. No claim or right arising out of a breach of this Contract can be discharged in whole or in part by a waiver or renunciation of the claim or right unless the waiver or renunciation is supported by consideration and is in writing signed by the all parties.

12. GRATUITIES. City may, by written notice to Contractor, cancel this Contract without liability to Contractor if it is determined by EPIA that gratuities, in the form of entertainment, gifts, or otherwise, were offered or given by Contractor, or any agent or representative of Contractor, to any officer or employee of the City of El Paso with a view toward securing a contract or securing favorable treatment with respect to the awarding or amending, or the making of any determinations with respect to the performing of such a contract. In the event this Contract is canceled by City pursuant to this provision, City shall be entitled, in addition to any other rights and remedies, to recover or withhold the amount of the cost incurred by Contractor in providing such gratuities.

13. WARRANTY-PRICE. Contractor warrants that the price to be paid by City shall be no higher than Contractor's current prices on orders by others for services of the kind and specification covered by this Contract for similar quantities under similar or like conditions and methods of purchase. If Contractor breaches this warranty, the cost of the services shall be reduced to Contractor's current prices on orders by others, or in the alternative, City may cancel this Contract without liability.

Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this Contract upon an agreement or understanding for commission, percentage, brokerage, or contingent fee excepting bona fide employees of bona fide established commercial or selling agencies maintained by Contractor for the purpose of securing business. For breach of violation of this warranty City shall have the right, in addition to any other right or rights, to cancel this Contract without liability and to deduct from the Contract price, or otherwise recover the full amount of such commission, percentage, brokerage or contingent fee.

14. ADVERTISING. Contractor shall not advertise or publish, without City's prior written consent, the fact that EPIA has entered into this Contract, except to the extent necessary to comply with proper requests for information from an authorized representative of the federal, state or local government.

15. AVAILABILITY OF FUNDS. The awarding of this Contract is dependent upon the availability of funding. In the event that funds do not become available, the Contract may be terminated or the scope may be amended. A 30-day written notice will be given to the vendor and City shall incur no penalty nor charge.

16. NOTICE. Notices which are required to be given in accordance with the provisions of this Contract shall be sent, postage prepaid, to the following:

CITY: El Paso International Airport
Attn: Director of Aviation
6701 Convair
El Paso, Texas 79925-1091

copy to: City of El Paso
Attn: City Clerk
2 Civic Center Plaza
El Paso, Texas 79901-1196

copy to: City of El Paso
Purchasing Department
Attn: Enrique Acosta, Jr.
P.O. Box 1919
El Paso, Texas 79999-1919

CONTRACTOR: Texas Industries for the Blind and Handicapped
Attn: Henry Hernandez, Marketing Sales Rep.
5503 Grissom Road, Suite 103
San Antonio, TX 78238

Border TM Industries, Inc.
Attn: Everardo M. Sanchez
5310 El Paso Drive
El Paso, Texas 79905

17. LAW GOVERNING CONTRACT/VENUE. This Contract is entered into and is performable wholly in the City and County of El Paso, State of Texas, and shall be governed by the laws of the State of Texas. Venue shall be in El Paso County, Texas.

18. ENTIRE AGREEMENT. This Contract constitutes and expresses the entire agreement between the parties regarding the scope of services specified. It shall not be amended or modified except by a written instrument signed by all parties. Each individual(s) signing this Contract on behalf of Contractor acknowledges that each is authorized to do so, and warrants that each is authorized to commit and bind Contractor to the terms and conditions of this Contract.

WITNESS THE FOLLOWING SIGNATURES AND SEALS:

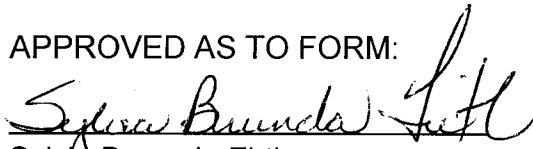
CITY OF EL PASO

Joe Wardy
Mayor

ATTEST:

Richarda Duffy Momsen
City Clerk

APPROVED AS TO FORM:

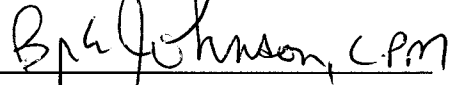


Sylvia Borunda Firth
Assistant City Attorney

APPROVED AS TO CONTENT:



Patrick T. Abeln, A. A. E.
Director of Aviation



Byron E. Johnson, CPM
Director of Purchasing

CONTRACTORS:

BORDER TM INDUSTRIES, INC.

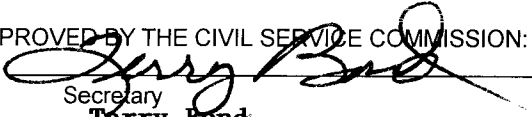
By: _____
Printed Name: Everardo M. Sanchez
Title: Executive Director

TEXAS INDUSTRIES FOR THE
BLIND AND HANDICAPPED:

By: 

Printed Name: Henry Hernandez
Title: Marketing Sales Representative

APPROVED BY THE CIVIL SERVICE COMMISSION:

By: 

Secretary
Name: Terry Bond
Date: 6/11/04

ATTACHMENT A

SCOPE OF SERVICES

DESCRIPTION OF GROUNDS MAINTENANCE SERVICES

In areas as specified by the Director of Aviation ("Director"), or his designated representative, listed below are specified areas to be serviced in the manner indicated. Pick up of litter, trash, and debris, as well as the emptying of trashcans located in parking lot and rental areas. All litter, trash and debris will be disposed of at the maintenance facility located on Boeing Street as designated by the Director. The Director, or his designated representative may specify additional areas for maintenance, from time to time.

1. **SHORT TERM PARKING LOT**

Interior - All grounds designated for parking, landscaped areas, entry and exit areas, and Terminal entrance walkways.

Exterior - Landscaped areas around rock wall, exit and entrance driveways, and sidewalks.

2. **LONG TERM PARKING LOT**

Interior - All parking lot grounds, medians, all entry ways, exit area, shuttle stops, and trash receptacles.

Exterior - All landscape areas around parking lot, sidewalks, entry driveways, and sidewalks.

3. **EMPLOYEE PARKING LOTS**

Interior – Parking lot grounds areas, median areas, trash receptacles, entry/exit ways.

Exterior – Landscape areas around parking lot wall, sidewalks, and driveway.

4. **RENTAL LOT** - All parking lot grounds, trashcans, entryway, and sidewalks.

5. **CARGO AREA** – From parking lot, West of Western end of Terminal, West and South, area from Convair/Braniff Roads to buildings front, ending at Airway Blvd. All parking lot grounds, landscaped areas outside rock wall border between streets and building locations, entry/exit ways, and sidewalks.

6. **AIRWAY BLVD.** – All medians, triangles, landscaped and grass areas from median start point, just North of Boeing Street, West to Airport Road. Landscaped areas will include areas from Valet Rental area South of Airway Blvd., at the intersection of Airway and Airport Road, North to fence line bordering airport property on Northern

side of railroad tracts (Southwest corner of runway). All medians and triangles located on Terminal Drive are serviced during Airway Blvd. Servicing.

7. **TOWER AREA** – Area located South of airport tower, outside airport runway fence line, at Northern end of Hawkins Blvd.
8. **HAWKINS VACANT LOT** – Area North of Montana, East of Hawkins, South of tower area fence line, West of Border Patrol fence line.
9. **AIRPORT ROAD** – From intersection of Airport Road and Airway Blvd., South on Airport Road, along Western fence line of airport runway to Leigh Fisher Blvd.
10. **LEIGH FISHER BLVD.** – From the intersection of Airport Road and Leigh Fisher Blvd., East to Northern curve of said road. All landscaped medians and roadsides, including airport property and fence lines, following last business location to road curve.
11. **BUTTERFIELD ROAD** – From intersection of Airport Road and Butterfield Road, East through Butterfield Circle. All medians and roadsides.
12. **FOUNDERS BLVD.** – From intersection of Airport Road and Founders Blvd. East to connecting road, Walter Jones Drive, East to new extension road leading to Cargo areas. All medians, roadsides, and fence lines starting at Leigh Fisher heading East.
13. **BOEING DRIVE** – From intersection of Boeing Dr. and Hawkins Street, West on Boeing Dr., northern side of street, airport business locations, and grass, landscaped areas, parking lots, and sidewalks, West to American Drive. Vacant lots on Southern side of Boeing Dr. between Hawkins Street and Elp Street, Lockheed Drive and Boeing Drive. Vacant lot on Southern side of Boeing Drive, east of business located at intersection of Boeing Drive and Airport Road.
14. **LOCKHEED DRIVE** – Area on Southern side of vacant lots located between Hawkins and Elp Street, Boeing Dr. and Lockheed Dr.

Services at the above listed locations are to be performed Monday through Friday in the following repeated order: **SHORT TERM** – Mondays through Fridays; **RENTALS** – Monday & Friday; **EMPLOYEE PARKING LOTS** – Monday, Wednesday & Friday; **CARGO AREAS** – Monday, Wednesday & Friday; **LONGTERM PARKING LOT** – Monday, Wednesday & Friday; **AIRWAY BLVD.** – Monday & Friday; **TOWER AREA** – Monday & Friday; **TAXI CAB STANDS** – Monday through Friday; **HAWKINS VACANT LOTS** – Monday, Wednesday & Friday; **AIRPORT ROAD** – Tuesday & Thursday; **LEIGH FISHER** – Tuesday & Thursday; **BUTTERFIELD ROAD** – Tuesday & Thursday; **WALTER P. JONES ROAD** – Tuesday & Thursday; and **BOEING DRIVE** – Tuesday & Thursday.

The following are newly developed locations on Airport property:

WALTER P. JONES & YARBROUGH (GLOBAL REACH BLVD.) EXTENSION AND NEW CARGO FACILITIES TO INCLUDE GEORGE PERRY DRIVE. Clean litter, trash and debris from the following areas as listed below:

1. Access road extending from the Eastern end of Walter Jones, 3.8 miles inward to the cargo transit terminal. Cleanup will include both sides of road as well as medians. Cleanup will extend to both fence lines for entire road, as well as terminating point at fence end near cargo facility.
2. All fence line junctures (traps) will be cleaned and all trash and debris removed.
3. The cargo facility will be litter picked and debris removed on Southern side of terminal and all bay locations. The access road in front of terminal will be cleaned.
4. All three parking lots and parking ends will be litter picked from fence line on the Western end to fence line on Eastern end. All internal rock landscapes will be litter picked at all parking lot locations. All desert landscaped centered areas will be cleaned around its outer edge, up to 20 feet from parking lot edge.
5. Locations at beginning of extended road, end of Walter Jones, have areas on both sides of road. These locations will be litter picked and trash/debris removed.
6. All trash, litter and debris will be disposed at the EPIA supplied disposal containers on Airport property.
7. This grounds maintenance service will be performed daily, Monday through Friday, 52 weeks per year. Service locations are as EPIA designated personnel request.

In addition to that stated above, Yarbrough Extension (Global Reach Blvd.) from Montana Street, Northward to end intersection perpendicular to road traveling from Walter Jones/east end to Cargo facilities, 2.1 miles - both sides of road as well as median. Litter pick up, trash and debris removal as stated above and disposed in EPIA containers on Airport property as stated above. In addition to Cargo facility as stated above, both Cargo facilities will be litter picked up as stated above on a Monday, Wednesday and Friday basis with the Yarbrough Extension (Global Reach Blvd.) serviced on Tuesday and Thursday, and the Walter Jones extension serviced on Monday, Wednesday and Friday along with the Cargo Facilities, under stipulations as stated above.